

(Rule 10.3)

81071-1

No. 255697

COURT OF APPEALS, DIVISION III
OF THE STATE OF WASHINGTON

STATE OF WASHINGTON, Respondent

v.

WILLIAM KRAMER, Defendant,

and

ALL CITY BAIL BONDS, Appellant

BRIEF OF APPELLANT

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TABLE OF CONTENTS

A.	Assignments of Error	1
No. 1	The trial court's conclusion of law number 1 is an abuse of discretion and an error of law.	1
No. 2	The trial court's conclusion of law number 2 is an error of law.	1
No. 3	The trial court's conclusion of law number 3 is an abuse of discretion and an error of law.	1
No. 4	The trial court's denial of All City Bail Bonds' motion to vacate default judgment and exonerate bail bond is an abuse of discretion and an error of law.	1
	Issues Pertaining to Assignments of Error	1
No. 1	Is it an abuse of discretion and an error of law to conclude that All City Bail Bonds is under a contractual duty to secure Mr. Kramer's presence at trial?	1
No. 2	Is it an abuse of discretion to award \$20,000 as damages for such breach without any evidence of damages?	1
No. 3	Is it an abuse of discretion and an error of law to forfeit a \$20,000 bail bond when All City Bail Bonds was directly responsible for Mr. Kramer's surrender to the Lincoln County Sheriff's Office?	2
No. 4	Is it an abuse of discretion and an error of law to forfeit a \$20,000 bail bond when Mr. Kramer was returned to the custody of the court seven days after his failure to appear and/or because the only action that All City Bail Bonds took was to telephonically direct Mr. Kramer to surrender himself?	2
B.	Statement of the Case	3
C.	Summary of Argument	5

D.	Argument	7
	Standard of Review	7
1.	It is an abuse of discretion and an error of law to conclude, as a matter of law, that All City Bail Bonds failed to perform its contractual obligations to secure Mr. Kramer's appearance in court because no evidence establishing such contractual obligation was introduced by counsel, and counsel made no such arguments at the hearing.	8
2.	Even if this Court finds that it was not an abuse of discretion to forfeit the bail bond based on a contract theory, the trial court's award of \$20,000 damages is an abuse of discretion as the award is clearly excessive and unsupported by sufficient evidence.	9
3.	Conclusion of law number 2 is erroneous because Mr. Kramer was surrendered to the Lincoln County Sheriff's Office as a direct result of All City Bail Bonds' instructions to Mr. Kramer and his mother.	11
4.	All City Bail Bonds is entitled to exoneration of its bond because the manifest public policy behind the bail bond statute is to encourage the giving of bail in proper cases, and refusal to exonerate Mr. Kramer's bail bond violates that policy.	13
E.	Conclusion	18

TABLE OF AUTHORITIES

Table of Cases

Mason v. Mortgage America, Inc., 114 Wn.2d 842, 792 P.2d 142 (1990).	9
State v. Brown, 132 Wn.2d 529, 940 P.2d 546 (1997).	7
State v. Hampton, 107 Wn.2d 403, 728 P.2d 1049 (1986) (superseded by statute).	7
State v. Heslin, 63 Wn.2d 957, 389 P.2d 892 (1964).	18, 19
State v. Jackschitz, 76 Wash. 253, 136 Pac. 132 (1913).	14, 15, 16
State v. Molina, 8 Wn. App. 551, 507 P.2d 909 (1973).	18
State v. Mullen, 66 Wn.2d 255, 401 P.2d 991 (1965).	15, 16, 17, 18, 20

State v. O'Day, 36 Wn.2d 146, 216 P.2d 732 (1950).	11, 12, 13
State v. Paul, 95 Wn. App. 775, 976 P.2d 1272 (1999).	15
Wilhelm v. Beyersdorf, 100 Wn. App. 836, 847, 999 P.2d 54 (2000).	7

Constitutional Provisions

Wash. Const. art. I, § 20	13, 16
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Statutes

Rem. & Bal. Code, SS 2233 (P.C. 135 SS 1301)	14
RCW 10.19.100	16
RCW 10.19.105	14, 16
RCW 10.19.140	2, 6, 11, 13

A. Assignments of error

1. The trial court's conclusion of law number 1 constitutes an abuse of discretion and an error of law.
2. The trial court's conclusion of law number 2 is an error of law.
3. The trial court's conclusion of law number 3 is an abuse of discretion and an error of law.
4. The trial court's denial of All City Bail Bonds' motion to vacate default judgment and exonerate bail bond is an abuse of discretion and an error of law.

Issues Pertaining to Assignments of Error

1. Is it an abuse of discretion and error of law to find that All City Bail Bonds failed to perform a contractual duty to secure Mr. Kramer's presence at trial when neither the State nor All City Bail Bonds introduced any evidence that All City Bail Bonds was under such a duty, neither the State nor All City Bail Bonds argued that the bond should be forfeited due to a breach of contract, and the trial court Judge argued the issue sua sponte?

(Assignment of Error Number 1)

2. If it is not an abuse of discretion to find that All City Bail Bonds failed to perform a contractual duty to secure Mr. Kramer's presence, is it an abuse

of discretion to award \$20,000 as damages for such breach without any evidence of damages, given that the remedy for breach of contract is expectation damages?

(Assignment of Error Number 1)

3. William Kramer failed to appear for a scheduled hearing on December 19, 2005. After Mr. Kramer's failure to appear, All City Bail Bonds telephonically directed Mr. Kramer to surrender himself to custody on a regular basis. On December 24, 2005, All City Bail Bonds informed Mr. Kramer's mother that she should surrender Mr. Kramer to the Lincoln County Sheriff's Office. On December 26, 2005, the Lincoln County Sheriff's Office arrested Mr. Kramer at his mother's house due to his cooperation with the Lincoln County Sheriff's Office. Is it an error of law to conclude that All City Bail Bonds' directions to surrender Mr. Kramer were insufficient to meet the statutory requirement of RCW 10.19.140?

(Assignment of Error Number 2)

4. William Kramer failed to appear for a scheduled hearing on December 19, 2005. Mr. Kramer was arrested by the Lincoln County Sheriff's Office on December 26, 2005. Mr. Kramer was present for all other hearings and was present at trial. Is it an abuse of discretion, an error of law, and/or a violation of the manifest public policy of bail bonds to forfeit a \$20,000

bail bond when Mr. Kramer was returned to the custody of the court seven days after his failure to appear because the only action that All City Bail Bonds took was to telephonically direct Mr. Kramer to surrender himself? (Assignment of Error Numbers 3, 4)

B. Statement of the Case

On or about June 5, 2005, All City Bail Bonds posted a bail bond for William Kramer to secure his presence at all court hearings. (CP 3-5, 26). On or about December 19, 2005, Mr. Kramer failed to appear at a scheduled court hearing. (CP 6-7, 10-12, 26). Immediately after his failure to appear, Mr. Kramer telephonically informed All City Bail Bonds that he had missed his court appearance that day. (CP 27). All City Bail Bonds directed Mr. Kramer to immediately turn himself in to either All City Bail Bonds or to the jail. (CP 27).

All City Bail Bonds was in regular telephonic contact with Mr. Kramer or his family from December 19, 2005, through December 26, 2005. (CP 27). During all conversations, All City Bail Bonds informed Mr. Kramer that he was in violation of a court order, and that he should surrender himself to either All City Bail Bonds or to the jail. (CP 27). Mr. Kramer agreed that he would meet All City Bail Bonds either in the evening of December 26, 2005, or in the morning of December 27, 2005, to surrender himself. (CP 27).

On or about December 24, 2005, All City Bail Bonds received a telephone call from Mr. Kramer's mother and directed her not to lie to the police or hide Mr. Kramer if they came to her residence looking for him. (CP 27). On December 26, 2006, seven (7) days after the missed hearing, the Lincoln County Sheriff arrived at the residence of Mr. Kramer's mother. (CP 27). At that time, Mr. Kramer's mother complied with All City Bail Bonds' instructions and Mr. Kramer was taken into custody. (CP 27). Mr. Kramer remained in custody after December 26, 2005 until his judgment and sentencing. (CP 28). Mr. Kramer missed no other court appearances after December 19, 2005. (CP 28).

All City Bail Bonds promptly moved to exonerate the bond by mailing to the Lincoln County Clerk a motion and order therefor on December 27, 2005. (CP 27). On or about February 1, 2006, All City Bail Bonds mailed to the Lincoln County Clerk an order vacating default judgment. (CP 28). On or about February 7, 2006, the Lincoln County Prosecuting Attorney filed the State's Opposition to All City Bail Bonds Proposed Order Exonerating Bond and Order Vacating Judgment. (CP 13-15, 28).

On June 9, 2006, All City Bail Bonds set a Motion to Vacate Default Judgment and Exonerate Bail Bond for hearing on June 22, 2006. (CP 16). During the hearing, the State relied upon its Opposition (CP 13-15) as its basis to oppose the motion. (RP at 4). The State did not argue that All City Bail Bonds failed to

meet any contractual duties, nor did it introduce any evidence showing any such contractual duties. (See RP at 1-19; See Also CP 13-15). The State only addressed the motion three times during the hearing. (RP at 4-6). The remainder of the argument was made by the trial court Judge. (See RP at 1-19). The trial court Judge held that it is equitable to forfeit a \$20,000 bond because of a seven day absence, because All City Bail Bonds “didn’t do anything.” (RP at 18). A written order was submitted and signed to that effect on September 6, 2006. (CP 29-31). This appeal stems from said order (CP 32-35).

C. Summary of Argument

The trial court abused its discretion and made an erroneous conclusion of law when it held that the bail bond should not be exonerated based on a contract theory. This contract theory of liability was neither proposed nor argued by the State. The trial court Judge created the argument on behalf of the State and argued it for the State. The contract theory is unsupported by any evidence, and no finding of fact establishes a contract between All City Bail Bonds and Lincoln County. Conclusion of law number 1 is an erroneous conclusion of law because it is unsupported by a finding of fact.

Even if the trial court’s finding that All City Bail Bonds breached its contract with the State is not an abuse of discretion, the amount of damages awarded for the breach is an abuse of discretion. The State is entitled to an award

of damages that would place it in a situation as if the contract had been performed. An award of \$20,000 for a single missed court appearance is clearly excessive, especially given the fact that the State provided no evidence showing its damages. The State is entitled to an award of its costs in transporting, locating, apprehending, and/or processing the return of Mr. Kramer to the jurisdiction of the court. The award of \$20,000 for breach of contract is unsupported by sufficient evidence or a finding of fact, and is therefore an abuse of discretion that must be overturned.

The trial court made an erroneous conclusion of law by holding that All City Bail Bonds did not take enough action to secure Mr. Kramer's presence at trial. All City Bail Bonds consistently instructed Mr. Kramer to surrender himself. Mr. Kramer voluntarily surrendered himself to the Lincoln County Sheriff's Office when they arrived at his mother's house. Mr. Kramer's voluntary surrender is directly attributable to All City Bail Bonds' actions and instructions. All City Bail Bonds was therefore directly responsible for Mr. Kramer's presence at trial and is entitled to exoneration of the bond pursuant to RCW 10.19.140.

The trial court abused its discretion and made an erroneous conclusion of law by holding that it was equitable to forfeit the bail bond because All City Bail Bonds did not take any action. The manifest public policy outlined in a dearth of cases directly on point is that bail bonds are not to punish sureties nor as revenue

measures in lieu of fine. Conclusion of Law Number 3 clearly shows that the sole reason that the trial court refused to exonerate the bond is to punish All City Bail Bonds for not taking as much action as the trial court would have liked. This holding is in direct opposition to the well established precedent that bail bonds are not to punish sureties or as a source of revenue, and must be overturned as an abuse of discretion.

Mr. Kramer missed his hearing, but was in custody only a week later. Mr. Kramer missed no other appearances, and was present for trial. The purpose for providing bail bonds is to relieve the State of the burden of incarcerating all accused individuals, and provide an alternate means of assuring defendants' appearances at trial. Here, the purpose of the bail bond was been served: Mr. Kramer was present at his trial. It is an abuse of discretion and an error of law to forfeit a bail bon when its purpose has been achieved.

D. Argument

Standard of Review

A trial court's denial of a motion to exonerate a bond or vacate a bond forfeiture is reviewed for an abuse of discretion. State v. Hampton, 107 Wn.2d 403, 409, 728 P.2d 1049 (1986) (overruled on other grounds). A trial court abuses its discretion when the decision is manifestly unreasonable, based on untenable grounds, or based on untenable reasons. State v. Brown, 132 Wn.2d 529, 572, 940

P.2d 546 (1997). A trial court's findings of fact and conclusions of law are reviewed for error on a de novo basis. Wilhelm v. Beyersdorf, 100 Wn. App. 836, 847, 999 P.2d 54 (2000). The appellate courts review findings of fact to determine if there is substantial evidence to support them, and review conclusions of law to determine if the findings of fact support them. Id.

1. **It is an abuse of discretion and an error of law to conclude, as a matter of law, that All City Bail Bonds failed to perform its contractual obligations to secure Mr. Kramer's appearance in court because no evidence establishing such contractual obligation was introduced by counsel, and counsel made no such arguments at the hearing.**

In the instant matter, the trial court based its ruling on evidence never introduced by counsel. There is not a single finding of fact that All City Bail Bonds had a contractual duty to arrest Mr. Kramer. (See CP 29-31). The only finding that even comes close is the finding that "All City Bail Bonds posted bond on behalf of defendant Kramer in order to secure his appearance at all scheduled court hearings." (CP 29). There was no evidence introduced by the State with regards to any contractual obligation. (See RP at 1-19). The trial court based its ruling on an argument that was not made by counsel; one that was not even suggested in the State's memorandum in opposition. (Compare CP 13-15 with CP 29-31; See Also

RP 1-19). The trial court's conclusion of law number 1 is not based on any finding of fact, is unsupported by any evidence, and is an abuse of discretion and an error of law, and this Court should overturn the trial court's ruling.

2. Even if this Court finds that it was not an abuse of discretion to forfeit the bail bond based on a contract theory, the trial court's award of \$20,000 damages is an abuse of discretion as the award is clearly excessive and unsupported by sufficient evidence.

Damages for breach of contract are typically measured by the non-breaching party's expectation interest. Mason v. Mortgage America, Inc., 114 Wn.2d 842, 849, 792 P.2d 142 (1990). Expectation damages are intended to award an amount of money that will put the non-breaching party into as good a position as if the contract had been performed. Id. A party seeking expectation damages must prove the fact of loss pursuant to breach to such an extent that the amount of loss is reasonably certain, but not mathematically exact. Id. at 849-850. (citations omitted). The appellate courts will not vacate an award of damages unless such award is "outside the range of substantial evidence in the record, or shocks the conscience, or appears to have been arrived at as the result of passion or prejudice." Id. at 850.

Even assuming that All City Bail Bonds was under a duty to arrest Mr. Kramer, the State is only entitled to an award for breach of such contract in an

amount that would put the State into a position as if the contract were fulfilled. In the instant case, the breach alleged was All City Bail Bonds' failure to ensure Mr. Kramer's appearance at one hearing. (CP 30). Mr. Kramer was present at all other hearings in the case, and was present for trial. (CP 28). The State propounded no evidence to establish that it suffered \$20,000 in damages due to All City Bail Bonds' breach of contract. (See RP at 1-19; See Also CP 13-15).

Despite the lack of evidence, the trial court ordered the forfeiture of a \$20,000 bail bond for All City Bail Bonds' alleged breach. (See CP 29-31). It is beyond the range of substantial evidence in the record that the State suffered \$20,000 due to Mr. Kramer's absence at one hearing. There is absolutely no evidence showing any damages suffered by the State for the hearing Mr. Kramer missed. (See RP 1-19). Admittedly, the State incurred costs for transporting, locating, apprehending, and/or processing the return of Mr. Kramer to the jurisdiction of the court. These costs are the proper measure of damages that the State is entitled to recover. The trial court's award of damages in the amount of \$20,000 is not based on substantial evidence, and is an abuse of discretion which this Court should overturn.

3. **Conclusion of law number 2 is erroneous because Mr. Kramer was surrendered to the Lincoln County Sheriff's Office as a direct result of All City Bail Bonds' instructions to Mr. Kramer and his mother.**

RCW 10.19.140 provides:

If a forfeiture has been entered against a person in a criminal case and the person is returned to custody or produced in court within twelve months from the forfeiture, then the full amount of the bond, less any and all costs determined by the court to have been incurred by law enforcement in transporting, locating, apprehending, or processing the return of the person to the jurisdiction of the court, shall be remitted to the surety if the surety was directly responsible for producing the person in court or directly responsible for apprehension of the person by law enforcement.

In State v. O'Day, 36 Wn.2d 146, 216 P.2d 732 (1950), three sureties provided recognizance bonds for two defendants charged jointly with one offense. Id. at 146. One defendant, James Cullen, while on bond, fled the state of Washington. Id. at 150. The sureties located Mr. Cullen and informed him that he was required to surrender himself. O'Day, 36 Wn.2d at 147-148. Mr. Cullen voluntarily accompanied one of the sureties to Seattle and surrendered himself to the sheriff at the surety's direction. Id. at 150. Mr. Cullen was in custody at the time that the sureties moved the trial court to exonerate the bond. Id. at 148. The trial court denied the sureties' motion to exonerate the bond because Mr. Cullen was in default of his bond. Id. The Washington State Supreme Court overturned

the trial court, holding that the trial court abused its discretion. O'Day, 36 Wn.2d at 159.

The Supreme Court in O'Day reasoned that the trial court abused its discretion because Mr. Cullen voluntarily returned to the state, and that the sureties' efforts to produce him at trial were successful because of Mr. Cullen's cooperation. Id. at 158. The Court stated that "it is not disputed that Cullen surrendered to the authorities February 2, 1949, and, thereafter, remained in custody. His sureties promptly and efficiently proceeded to bring Cullen within the jurisdiction of the court and, apparently, Cullen willingly cooperated." Id. at 159.

The instant case is very similar to the O'Day case. Here, All City Bail Bonds was in regular telephonic contact with Mr. Kramer or his family immediately after his failure to appear. (CP 27). All City Bail Bonds instructed Mr. Kramer to surrender himself to the Lincoln County Sheriff's Office or to All City Bail Bonds during each conversation. Id. Mr. Kramer made arrangements with All City Bail Bonds to surrender himself on either December 26 or 27, 2005. Id. On December 24, 2005, All City Bail Bonds instructed Mr. Kramer's mother to surrender him to the Lincoln County Sheriff's Office if they came looking for him. (CP 27). On December 26, 2005, the Lincoln County Sheriff's Office arrived

at the residence of Mr. Kramer's mother, and Mr. Kramer voluntarily surrendered himself due to All City Bail Bonds' directions. Id.

No evidence was introduced by the State evidencing a search warrant for Mr. Kramer's mother's residence, and presumably no such warrant exists. Given that assumption, Mr. Kramer's cooperation is the only reason that the Sheriffs were able to take him in to custody. Mr. Kramer's voluntary surrender to the Lincoln County Sheriffs is solely due to the persuasion and direction of All City Bail Bonds. In accordance with the holding and reasoning set forth in O'Day, the bond should have been exonerated pursuant to RCW 10.19.140, and the trial court's failure to so exonerate was an abuse of its discretion, which this Court should overturn.

4. **All City Bail Bonds is entitled to exoneration of its bond because the manifest public policy behind the bail bond statute is to encourage the giving of bail in proper cases, and refusal to exonerate Mr. Kramer's bail bond violates that policy.**

The Washington State Constitution, Article 1, Section 20, provides that "[a]ll persons charged with crime shall be bailable by sufficient sureties, except for capital offenses when the proof is evident, or the presumption great." Id. This article of the State Constitution has been codified by the legislature in RCW 10.19

et. seq. See State v. Mullen, 66 Wn.2d 255, 258, 401 P.2d 991 (1965). The primary public policy of the Bail Bond Statute, RCW 10.19 et. seq., was clearly enunciated by the Washington State Supreme Court in the landmark case of State v. Jackschitz, 76 Wash. 253, 136 P. 132 (1913).

In Jackschitz, the statute at issue was the precursor of the currently existing Bail Bond Statute, RCW 10.19 et. seq., and was codified as Rem. & Bal. Code, SS 2233 (P.C. 135 SS 1301). The controlling language of the original statute and the current statute are identical in every way. Compare Rem. & Bal. Code, SS 2233 (P.C. 135 SS 1301) with RCW 10.19.105. The Supreme Court's holding and interpretation of that statute is therefore applicable to the current statute.

In Jackschitz, the defendant fled the jurisdiction of the court after her conviction, but while on recognizance bond, which was ordered forfeited. Jackschitz, 76 Wash. at 254. "About ten months thereafter, [the Defendant], 'owing to the persuasion of her friends and bondsmen,' as the court finds, voluntarily surrendered herself...." Id. The bondsman moved the trial court to exonerate the forfeited bail bond, and the trial court granted the motion. Id. The State then appealed, claiming that the surrender did not take place within the sixty day stay period. Jackschitz, 76 Wash. at 254. The Washington State Supreme Court upheld the exoneration, holding that the statute "undertakes to direct,

almost as a matter of right, that a judgment shall be vacated within the sixty day period....” Id. at 256.

This landmark decision was based on a discussion of the public policy behind the right to bail. The Court in Jackschitz compared bail bonds to contracts, much as the trial court did in the instant matter. (Compare Jackschitz, 76 Wash. at 255 with CP 30). The Court in Jackschitz, however, came to the opposite conclusion as the trial court in the instant matter, stating:

[b]ail is not taken on forfeiture as money is taken for a debt due upon a valid consideration. The object of bail is to insure the attendance of the principal and his obedience to the orders and judgments of the court. There should be no suggestion of bounty or revenue to the state or of punishment to the surety. Jackschitz, 76 Wash. at 255.

This simple statement of policy has been the driving force behind judicial construction of bail bond exoneration matters since the Jackschitz case. The same public policy exists today: the sole objective of a bail bond is to secure the presence of a defendant for trial. Bail bonds are not intended to punish sureties or to be a source of revenue. State v. Paul, 95 Wn. App. 775, 778, 976 P.2d 1272 (1999).

In State v. Mullen, Mr. Mullen pled guilty to second degree burglary, and was released on a \$5,000.00 bail bond to secure his presence at sentencing. Mullen, 66 Wn.2d at 255-256. Mr. Mullen, while still on recognizance, was

arrested on warrant for a different charge. Id. at 256. He then escaped from custody and failed to appear at a sentencing hearing. Id. The trial court ordered that the bail bond would be forfeit if Mr. Mullen was not produced in court by a certain date, and issued a bench warrant. Mullen, 66 Wn.2d at 256. The bail bond surety took no action whatsoever to either locate or secure Mr. Mullen for trial. Id. at 259. Mr. Mullen was not produced on the specified date, but was apprehended by federal officers on a federal fugitive warrant twenty-one (21) days after said date. Id. The trial court later forfeited the bail bond on motion from the prosecuting attorney. Mullen, 66 Wn.2d at 259.

The Washington State Supreme Court considered the provisions of RCW 10.19.100 and .105, and stated “[w]e believe that these statutes were enacted by the legislature to implement the purpose of art. 1, § 20, of the Washington State Constitution, by encouraging the giving of bail in proper cases.” Id. at 258 (citations omitted). The Court reiterated the public policy, stating that the “object of bail is to insure the appearance of the accused before the court at such times as the court may direct. It is not a revenue measure in lieu of fine, or one to punish sureties.” Id. (Citing Jackschitz, 76 Wash. 253).

The Supreme Court further stated that “[i]n the instant case, the defendant was produced within 21 days after the date set for judgment and sentence. We believe this to be within a reasonable time, as contemplated by RCW 10.19.105.

Under these circumstances, to carry out the manifest policy of the statutes, the [surety] should have been given the benefit of the equities, as provided in RCW 10.19.105.” Mullen, 66 Wn.2d at 258-259. The Supreme Court based its holding on the fact that Mr. Mullen was made available to the court “only 21 days after his required appearance, irrespective of who was responsible.” Id. at 259. The Supreme Court held that the surety “should be held accountable... only for the costs expended in apprehending and returning the defendant to the custody of the court....” Mullen, 66 Wn.2d at 259.

Factually, the instant case is nearly identical to Mullen. Mr. Kramer missed an appearance and was apprehended by police only seven (7) days later. (CP 26-27). Mr. Mullen missed an appearance and was apprehended by police twenty-one (21) days later. Mullen, 66 Wn.2d at 256. All City Bail Bonds took affirmative action in this case to ensure that Mr. Kramer surrendered himself to police. (See CP 27). In contrast, in Mullen “the record show[ed] no effort or assistance on the part of the [surety] to return the defendant to the custody of the court.” Mullen, 66 Wn.2d at 259.

In the instant matter, the trial court refused to exonerate the bond because All City Bail Bonds did not apprehend Mr. Kramer within seven days. The trial court concluded that it was “equitable to forfeit the bond because All City Bail Bonds did not take action to secure the defendant’s presence in court.” (CP 30).

The Supreme Court in Mullen, specifically rejected this argument in its holding, stating:

The state argues that the appellant is not entitled to equitable consideration since the record shows no effort or assistance on the part of the appellant to return the defendant to the custody of the court. Under the circumstances of this case, this argument is inconsistent with our pronouncement that the object of bail is not that it be a revenue measure in lieu of fine, or one to punish sureties.

Mullen, 66 Wn.2d at 259 (Citing State v. Heslin, 63 Wn.2d 957, 389 P.2d 892 (1964)).

All City Bail Bonds deserves the benefit of the equities even more so than the surety in Mullen, because All City Bail Bonds took affirmative action to return Mr. Kramer to the custody of the court. The manifest public policy for bail bonds has been served, and Mr. Kramer was produced for trial. The trial court ruled that “[i]t is equitable to forfeit the bail bond because All City Bail Bonds did not take action to secure the defendant’s presence in court.” (CP 30). This is clearly an abuse of discretion and error of law, given that the exact argument has already been held to be an abuse of discretion by the Washington State Supreme Court. This Court should overturn the trial court’s denial of All City Bail Bonds’ motion.

E. Conclusion

In State v. Molina, 8 Wn. App. 551, 507 P.2d 909 (1973), this Court, in an opinion by Justice Green, succinctly stated the basic premise upon which this

appeal is based. There, the court summed up the long history of precedent, citing eight cases spanning from 1913 to 1965, and stated:

Where a defendant appears or is in custody in another state at the time the forfeiture judgment is entered, or within the 60-day stay of execution period, it has been generally held to be an abuse of discretion to refuse to vacate the judgment or grant a stay or continuance until the defendant can be returned.

Molina, 8 Wn. App at 553-554 (Citations Omitted).

Mr. Kramer missed one hearing and was taken into custody only seven days after the hearing. This is well within the sixty day stay contemplated by statute and the long history of precedent on the matter. All City Bail Bonds took reasonable action to get Mr. Kramer to surrender himself, and had even arranged for Mr. Kramer to surrender himself to All City Bail Bonds. The Lincoln County Sheriff's Office simply got there first. The overriding purpose of Mr. Kramer's bail bond was achieved: Mr. Kramer was present for his trial. Forfeiture of a \$20,000 bail bond for a seven day absence, especially given the fact that All City Bail Bonds took direct action to secure Mr. Kramer, is a flagrant violation of the manifest public policy for bail bonds.

The trial court's conclusion of law number 1 was based findings of fact unsupported by substantial evidence, and is an abuse of discretion. The trial court's award of \$20,000 on a breach of contract theory was grossly excessive, unsupported by substantial evidence, and constitutes an abuse of discretion and an

error of law. The trial court's conclusion of law number 2 is erroneous, as All City Bail Bonds was directly responsible for Mr. Kramer's surrender to law enforcement.

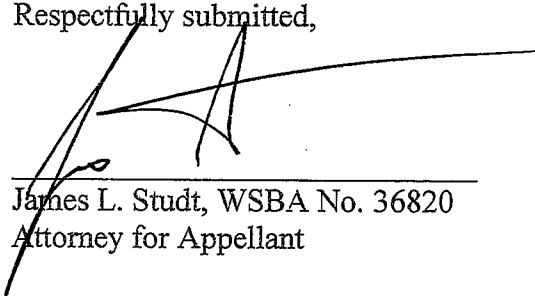
The trial court's conclusion of law number 3 is in direct violation of well established public policy. The sole objective of the bail bond at issue in this matter was to secure Mr. Kramer's presence at trial. Mr. Kramer was present at trial, and was only at liberty for a week following his failure to appear. Even if All City Bail Bonds had taken no action whatsoever, it would be entitled to exoneration of its bond, just as the surety in Mullen. Conclusion of law number 3 clearly shows that the only reason the trial court denied All City Bail Bonds' motion was to punish All City Bail Bonds. The overriding public policy of encouraging bail in proper cases would be violated by refusing to exonerate the bail bond in this matter. If this Court upholds the trial court's forfeiture of a \$20,000 bond for a seven day absence, it overrules precedent that has been in place for nearly a century.

It is undisputed that the State is entitled to recoup the costs it incurred in transporting, locating, apprehending, and processing the return of Mr. Kramer to the jurisdiction of the court. As such, All City Bail Bonds requests this Court to 1) overrule the trial court's denial of All City Bail Bonds' motion to vacate the default judgment and exonerate the bail bond; 2) remand the matter to the trial

court with instructions to determine the State's actual costs in transporting, locating, apprehending, and processing the return of Mr. Kramer to the jurisdiction of the court; and 3) direct the trial court to enter an order exonerating the full amount of the bail bond less the State's actual costs in transporting, locating, apprehending, and processing the return of Mr. Kramer to the jurisdiction of the court.

DATED this 10 day of January, 2007.

Respectfully submitted,



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